IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO.2086 OF 1996

Union Bank of India ...Plaintiffs
vs.

Dhanji H. Engineer ...Defendant

Mr.Vishal Kanade i/b M/s.Mahimtura & Co. for the Plaintiffs

CORAM: A.S.OKA,J.
DATE : OCTOBER 4,2007

P.C.:

1. Heard learned counsel for the plaintiffs. By order dated 10th November 1997, the summons for Judgment No.737 of 1996 was disposed of by this court. This court granted leave to defend the suit to the defendants on deposit of Rs.3,00,000/- within a period of 12 weeks. The learned counsel for the plaintiffs pointed out that the amount of Rs.3,00,000/- was not deposited by the defendants within the time granted by this court.

2. Apart from the provision of sub rule 6 of rule 3 of Order XXXVII of the Code of Civil Procedure,1908, the plaintiffs have proved their claims by filing an Affidavit of Shri Deepak Shantaram Savkur, Assistant Manager of the plaintiffs-bank. Along with the Affidavit, the xerox copies of the relevant documents have been placed on record.

3. In view of the aforesaid, a case is made out for passing a decree. The plaintiffs have prayed for interest at the rate of 19.5% p.a. with quarterly rest from the date of institution of the suit till realisation of payment.

4. Considering the facts and circumstances of the case, interest at the rate of 6% p.a. deserves to be granted. Hence, the suit is decreed in terms of prayer clause (a) with a modification that interest on the sum of Rs.4,00,000/- will be payable at the rate of 6% p.a. from the date of institution of the suit till the payment or realization. The plaintiffs will be entitled to refund of court fees as per rules. Certified copy is expedited.

JUDGE